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6 INC.

7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**
10

11 LUIZ E LIMA DE MORAES,

12 Plaintiff,

13 v.

14 GREYHOUND LINES INC., and
DOES 1 through 10, inclusive,

15 Defendants.
16

Case No.

NOTICE OF REMOVAL

17
18 PLEASE TAKE NOTICE that Defendant GREYHOUND LINES, INC. hereby removes to
19 this Court the state court action described below.

20 1. On June 5, 2023, an action was commenced in the Superior Court of the State of
21 California in the County of Los Angeles, entitled *Luiz E. Lima De Moraes v. Greyhound Lines Inc.,*
22 *et al.*, as Case Number 23LBCV00973. A copy of the complaint is attached hereto as Exhibit 1.

23 2. On or about July 17, 2023, Greyhound Lines Inc. was served with the Complaint in
24 this matter. A copy of the proof of service is attached hereto as Exhibit 2.

25 3. This is a civil action of which this Court has original jurisdiction under 49 U.S.C.
26 § 14706, and 28 U.S.C. § 1337(a), and is one which may be removed to this Court by Defendant
27 Greyhound Lines Inc. pursuant to the provisions of 28 U.S.C. § 1441(a) in that it is a civil action
28

KLINEDINST PC
801 K STREET, SUITE 2100
SACRAMENTO, CALIFORNIA 95814

arising under federal law with an amount in controversy exceeding \$10,000.00 from the allegations of the relevant complaint.

4. Removal is Timely. Plaintiff served Defendant Greyhound Lines Inc. on or about July 17, 2023. Greyhound Lines Inc. had until August 17, 2023, thus the removal is timely.

5. Plaintiff's state law claims are preempted by the Carmack Amendment under the artful pleading doctrine. Under the "artful pleading doctrine," even a well-pleaded state law claim presents a federal question, for jurisdictional purposes, when a federal statute has completely preempted that particular area of law. *Hall v. North American Van Lines, Inc* (9th Cir. 2007) 476 F.3d 683, 687. The Ninth Circuit has held that the Carmack Amendment is the exclusive cause of action and preempts any state law claims for alleging delay, loss, or failure to deliver or damage to property, where the minimum amount in controversy is satisfied (\$10,000.00). *Id.* at 688-699.

Plaintiff's complaint alleges loss, damage or failure to deliver property across state lines and seeks damages in the amount of \$40,000.00. A copy of the complaint is attached hereto as Exhibit 1.

6. Venue is appropriate. Venue is appropriate before this Court pursuant to 28 U.S.C. § 1446(a) in that the removed action was filed in the Superior Court, State of California, County of Los Angeles.

7. As required by 28 U.S.C. § 1446(d), Defendant will provide notice of the filing of this notice to Plaintiff and to the clerk of the Superior Court for the County of Los Angeles, where the action is currently pending.

8. Defendant, therefore, respectfully requests that this matter be removed to, and proceed hereinafter, in this Court, and that no further proceedings in this matter take place in the Superior Court for Los Angeles.

KLINEDINST PC

DATED: August 17, 2023

By: /s/ Ian A. Rambarran

Ian A. Rambarran

Bryan R. Delgado

Attorneys for GREYHOUND LINES INC.

EXHIBIT 1

LUIZ E. LIMA DE MORAES
1970 E. 16TH ST APT N301
NEWPORT BEACH, CA 92663
(973)262-7294
luiwrjj@gmail.com

IN PRO-PER

FILED
Superior Court of California
County of Los Angeles

JUN 05 2023

David W. Slayton, Executive Officer/Clerk of Court

By: A. Miranda, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, GOVERNOR GEORGE DEUKMEJIAN COURTHOUSE

SOUTH DISTRICT

Case No.:

23LBCV00973

LUIZ E. LIMA DE MORAES,

Plaintiff,

Date: 1/20/2023

vs.

GREYHOUND LINES INC., and DOES
1 through 10, inclusive.

Defendants.

COMPLAINT FOR DAMAGES:

1. BREACH OF CONTRACT
2. BREACH OF IMPLIED WARRANTY
OF DELIVERY OF VALUABLES
3. LOSS OF VALUABLE GOODS
NEGLIGENCE

DEMAND FOR JURY TRIAL

Plaintiff, LUIZ E. LIMA DE MORAES, ("Plaintiff") an individual, alleges against
Defendant GREYHOUND LINES INC. ("Defendant"), an individual, and DOES 1-10, inclusive
as follows:

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF
VALUABLE GOODS

I. THE PARTIES

1. Plaintiff, LUIZ E. LIMA DE MORAES, is and was at all relevant times, a resident of the State of California.

2. Defendant, GREYHOUND LINES, Inc., is and was at all relevant times, an Express Package Delivery Company in the State of California.

3. Plaintiff is unaware of the true names and capacities, whether individual, corporate, agent, representative, or otherwise, of the Defendants named herein as DOES 1 through 10 and therefore sue such Defendants by such fictitious names. Plaintiffs are informed and believe and thereon allege that DOES 1 through 10 are persons, corporations, partnership, or other entities that were agents of Defendants, or have directed, approved, committed, colluded with Defendants to commit, participated in, or added and abetted the acts and transactions alleged in this complaint. Each is therefore liable for the acts alleged in this complaint. The true names, capacities, and/or roles of DOES 1-10 are unknown to Plaintiffs, and Plaintiffs will amend this complaint when their true names, capacities, and roles are known.

4. Plaintiff alleges that, at all material times herein mentioned, each Defendant was the agent, principal, servant, representative, employer, employee, joint venturer, co-conspirator, partner of any kind), parent, subsidiary, affiliate and/or alter ego with the authority and consent of the remaining co-Defendants except where otherwise specially described.

5. Plaintiff alleges that Defendants conspired to and did commit the misconduct herein alleged in furtherance of their conspiracy to accomplish their unlawful purposes. Defendants, and each of them, caused injury to Plaintiff.

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE - LOSS OF VALUABLE GOODS

1 expensive clothing, shoes, sunglasses, watches, power tools, tools, backpacks, and more personal
2 things that were a value to Plaintiff.

3 10. At the conclusion Plaintiff beliefs that missing boxes were stolen from someone that
4 works or provides services for Defendant because the 7 boxes that were received by Plaintiff it
5 seemed like someone had previously opened the boxes with a knife or a sharp object to see what
6 was inside. Plaintiff had previously covered the boxes all around with plastic and tape when
7 shipped and when Plaintiff received boxes looked like plastic was cut and retaped.

8
9 11. On August 27, 2022 Plaintiff immediately contacted Defendant to notify that there was 5
10 boxes still missing and filed a claim statement with Defendant. **See Exhibit C**

11
12 12. On August 29, 2022 Defendant emailed Plaintiff a letter acknowledging the receipt of
13 claim that Plaintiff had submitted regarding the loss of shipment and claim number #GLI-
14 3090314062 was provided by Defendant. Defendant also informed Plaintiff that claim was still
15 being reviewed and that final review was scheduled to be on October 27, 2022. **See Exhibit D**

16
17 13. On October 21, 2022 Plaintiff received an apology letter by email from Defendant stating
18 that Defendant had reviewed claim under Busbill#3090316614 that Plaintiff had submitted for
19 the loss of property. Defendant stated that package had been released to recipient on 09/08/2022,
20 therefore Defendant was closing the loss claim that was filed. Defendant also stated that if
21 Plaintiff did not receive all of the shipments to revise and provide an itemized list. **Exhibit E**

22
23 14. Plaintiff made many attempts by calling Defendant to review his claim again but to his
24 surprise Plaintiff was told by a recorded message by phone that Defendant ("Greyhound Lines,
25 Inc. ") had shut down the customer service number and entire company. That Defendant
26 ("Greyhound Lines, Inc.") was no longer offering shipping service. Plaintiff was informed that
27 any questions should be done by email.

28 COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF
VALUABLE GOODS

II. JURISDICTION AND VENUE

6. Jurisdiction and venue are proper in this Court under California Code of Civil Procedure §§ 395(a), 395.5 *et. Seq.* because a substantial part of the events or omissions giving rise to the claims occurred in this County because the conduct and at issue occurred in this county.

III. GENERAL ALLEGATIONS

7. On or around July 29, 2022, Plaintiff hired the Defendant ("Greyhound Lines, Inc.") for package delivery service to have 8 large boxes be shipped to Plaintiffs new home in Long Beach, California from his old home in New Jersey. Defendant emailed Plaintiff a thank you letter for the purchase of Greyhound shipment. An order number #855454 for tracking was provided and 8 shipping labels to have them taped to the boxes were also attached to the email received on 07/29/2022. **See Exhibit A**

8. On or around August 1, 2022, Plaintiff hired and paid \$442.68 on August 2, 2022 to the Defendant ("Greyhound Lines, Inc.") for package delivery service to have 4 large boxes be shipped to Plaintiffs new home in Long Beach, California from his old home in in New Jersey. Defendant emailed Plaintiff a thank you letter for the purchase of Greyhound shipment. An order number #859159 for tracking was provided and 4 shipping labels to have them taped to the boxes were also attached to the email received on 08/01/2022. **See Exhibit B**

9. Over the course of waiting for almost a month, Plaintiff received part of the boxes that he had shipped with Defendants shipping service. Plaintiff received only 7 out 12 boxes that Plaintiff had shipped with Defendants shipping services. Plaintiff became frustrated when he saw that the 5 boxes that were still not delivered and missing and were the ones that had the most valuable goods such as electronics, speakers, surveillance cameras, Apple watch, decorations,

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

1 expensive clothing, shoes, sunglasses, watches, power tools, tools, backpacks, and more personal
2 things that were a value to Plaintiff.

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4 works or provides services for Defendant because the 7 boxes that were received by Plaintiff it
5 seemed like someone had previously opened the boxes with a knife or a sharp object to see what
6 was inside. Plaintiff had previously covered the boxes all around with plastic and tape when
7 shipped and when Plaintiff received boxes looked like plastic was cut and retaped.
8

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10 boxes still missing and filed a claim statement with Defendant. **See Exhibit C**

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12 claim that Plaintiff had submitted regarding the loss of shipment and claim number #GLI-
13 3090314062 was provided by Defendant. Defendant also informed Plaintiff that claim was still
14 being reviewed and that final review was scheduled to be on October 27, 2022. **See Exhibit D**
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18 the loss of property. Defendant stated that package had been released to recipient on 09/08/2022,
19 therefore Defendant was closing the loss claim that was filed. Defendant also stated that if
20 Plaintiff did not receive all of the shipments to revise and provide an itemized list. **Exhibit E**
21

22 14. Plaintiff made many attempts by calling Defendant to review his claim again but to his
23 surprise Plaintiff was told by a recorded message by phone that Defendant ("Greyhound Lines,
24 Inc. ") had shut down the customer service number and entire company. That Defendant
25 ("Greyhound Lines, Inc.") was no longer offering shipping service. Plaintiff was informed that
26 any questions should be done by email.
27

28 COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE - LOSS OF
VALUABLE GOODS

FIRST CAUSE OF ACTION

(Breach of Contract- Against Greyhound Lines Inc. and All DOE Defendants)

15. Plaintiff realleges each and every allegation contained in the foregoing paragraphs of the Complaint as it set forth in full herein.

16. Plaintiff and Defendant ("Greyhound Lines Inc.") had an agreement for Greyhound Lines Inc. to deliver the Boxes to Plaintiff in express manner and good condition as described herein and attached as **Exhibit A**.

17. As described above, Defendants have failed to fulfill their obligations under the **AGREEMENT**.

18. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has been damaged in a sum not yet fully known but Plaintiff will set forth such sum when more fully known or at the time of trial.

19. As a further direct and proximate result of Defendants' actions against Plaintiff, as alleged above, Plaintiff has suffered and continues to suffer general damages including but not limited to significant and enduring emotional distress including mental anguish and physical distress, injury to mind and body, in a sum to be proven at time of trial.

SECOND CAUSE OF ACTION

(Breach of Express Warranty- Against Greyhound Lines Inc. and All DOE Defendants)

20. Plaintiff re-alleges and incorporates by reference paragraphs 1-19, above inclusive, as though fully set forth herein.

21. Plaintiff's purchase of delivery service was accompanied by Defendants' express warranty from Greyhound Lines Inc. and all DOE defendants.

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

22. The defects and nonconformities manifested themselves within the applicable express warranty period. The nonconformities impair the use of valuable goods.

23. Plaintiff has notified Defendants of the missing boxes of valuable goods on numerous occasions and has spent almost six months waiting to receive his valuable goods delivered. By failing to deliver my valuable goods as alleged above, or to issue a refund or replacement, Defendants are in breach of their obligations under the express warranty.

24. As a direct and proximate result of Defendants' wrongful acts, Plaintiff LUIZ E. LIMA DE MORAES has been damaged in a sum not yet fully known but in excess of \$40,000. Plaintiff will set forth such sum when more fully known or at the time of trial.

THIRD CAUSE OF ACTION

(Negligence For Loss of Goods- Against Greyhound Lines Inc. and All DOES)

25. Plaintiff incorporates all preceding paragraphs as though alleged in full in this cause of action.

26. Defendant and their agents negligently engaged in certain acts as alleged herein and above, which proximately resulted in injury and emotional distress to Plaintiff.

27. At all times herein, Defendants knew, or in the exercise of ordinary care should have known, that unless Defendants and their agents ceased to engage in the aforementioned acts, or intervened to protect Plaintiffs' valuable goods, as alleged herein, that the conduct would continue, thereby subjecting Plaintiff to personal injury and emotional distress.

28. As a direct, proximate and foreseeable result of Defendants' actions against Plaintiff, as alleged above, Plaintiff has suffered special damages in an amount to be proven at time of trial, in excess of the minimum jurisdictional requirements of this court.

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

1 29. As a further direct and proximate result of Defendants' actions against Plaintiff, as
2 alleged above, Plaintiff has suffered and continues to suffer general damages including but not
3 limited to significant and enduring emotional distress including mental anguish and physical
4 distress, injury to mind and body, in a sum to be proven at time of trial, in excess of the
5 minimum jurisdictional requirements of this court.
6

7 30. Defendants' intentional act resulted in foreseeable emotional distress to Plaintiff, and
8 Defendants' actions were fraudulent, malicious and oppressive. Plaintiff is thus entitled to and
9 herein seeks punitive and exemplary damages from Defendants, in an amount according to proof
10 at trial, to punish Defendants and others from engaging in similar future conduct.
11

12 PRAYER FOR RELIEF

13 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as
14 follows:

- 15 1. For general damages in the amount of \$40,000
- 16 2. For special damages according to proof at trial;
- 17 3. For punitive damages in a sum according to proof at trial;
- 18 4. For other monetary damages according to proof at trial;
- 19 5. For costs of suit incurred in this action; and
- 20 6. For such other and further relief as the court deems proper.

21
22 I declare under penalty of perjury under the laws of the State of California that the foregoing is
23 true and correct. Executed on the 20th day of January, 2023 in the City of Long Beach, CA
24

25 *Luiz Eduardo Lima De Moraes*

26 LUIZ E. LIMA DE MORAES, Plaintiff

27
28 COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

EXHIBIT (A)

Fwd: GPX Ship Labels

From: luiz eduardo Moraes (luiwrjj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:51 AM PST

Sent from my iPhone

Begin forwarded message:

From: Kevin Pierce <kevdaneane@mac.com>

Date: July 29, 2022 at 07:20:10 PDT

To: luiwrjj@gmail.com

Subject: GPX Ship Labels

Luiz,

Thank you for choosing [Busfreighter.com](https://www.busfreighter.com) to purchase your Greyhound shipment.

* Please be advised that courier service is for Ground Floor only unless there is elevator access. If no elevator access, the shipment will need to be picked up and/or delivered at the Ground Floor entrance. Couriers are *requested* to call 30 minutes prior to their arrival.

****NOTE:** Time estimates provided are *not guaranteed* but provided as general guidance for planning purposes. Larger/oversized items/shipments may experience longer than estimated transit times. Transit times are indicated in business days.

If you have any issues please contact Greyhound Package Express Customer Care Team at 1-800-739-5020 or email Greyhound.Support@Greyhound.com. You should reference your GPX order number listed below. They will be more than happy to assist you.

Attached are your shipping labels. Simply print, cutout and tape to your boxes.

Your GPX order number is **855454** and Your tracking number will be assigned once processed at your local Greyhound terminal.

Thanks again,

Tracy

[Busfreighter.com](https://www.busfreighter.com)

What is the maximum weight and size per box accepted by Greyhound® Package Express?

EXHIBIT (C)

Maximum weight per piece is 100 pounds and the maximum size that will fit under the bus is 29"x47"x82". Items exceeding the above weight and/or size will NOT be accepted by Greyhound Package Express for transport.

Why is the receipt I received from Greyhound different from the amount paid to Busfreighter?

The amount on the receipt is the amount Greyhound charges Busfreighter.com and is substantially discounted (even more discounted than the discounted rates offered by Busfreighter). The difference/variance in pricing is how the website generates income. In all cases, refer to your Busfreighter order details regarding weight allowances and such to determine if additional accessorial rates may be applicable...not to the rate documentation or information provided at the station.



Screen Shot 2019-08-27 at 7.46.38 AM.png

15.3kB



GPX.pdf

36.3kB

SRef#
CBL#
PO#Total Weight: 500
Total Pieces: 8SRef#
CBL#
PO#

#17

Total Weight: 500
Total Pieces: 8SRef#
CBL#
PO#Total Weight: 500
Total Pieces: 8

855454

**GPX AGENT PLEASE ADD
BUSBILL**

Piece 1 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294

1-800-739-5020

855454

**GPX AGENT PLEASE ADD
BUSBILL**

Piece 2 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294

1-800-739-5020

855454

**GPX AGENT PLEASE ADD
BUSBILL**

Piece 3 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294

1-800-739-5020

SRef#
CBL#
PO#Total Weight: 500
Total Pieces: 8SRef#
CBL#
PO#Total Weight: 500
Total Pieces: 8SRef#
CBL#
PO#Total Weight: 500
Total Pieces: 8

855454

**GPX AGENT PLEASE ADD
BUSBILL**

Piece 4 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294

855454

**GPX AGENT PLEASE ADD
BUSBILL**

Piece 5 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294

855454

**GPX AGENT PLEASE ADD
BUSBILL**

Piece 6 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294

1-800-739-5020

1-800-739-5020

1-800-739-5020

SRef#
CBL#
PO#

Total Weight: 500

Total Pieces: 8

855454



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 7 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD

Luiz Eduardo De Moraes-DLVYRQD

325 1/2 Daisy Ave

Long Beach, CA 90802

9732627294



1-800-739-5020

SRef#
CBL#
PO#

Total Weight: 500

Total Pieces: 8

855454



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 8 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD

Luiz Eduardo De Moraes-DLVYRQD

325 1/2 Daisy Ave

Long Beach, CA 90802

9732627294



1-800-739-5020

EXHIBIT (B)

Fwd: GPX Ship Labels

From: luiz eduardo Moraes (luiwrjj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:51 AM PST

Sent from my iPhone

Begin forwarded message:

From: Kevin Pierce <kevdaneane@mac.com>
Date: August 1, 2022 at 12:37:00 PDT
To: luiwrjj@gmail.com
Subject: GPX Ship Labels

Luiz,

Thank you for choosing [Busfreighter.com](https://www.busfreighter.com) to purchase your Greyhound shipment.

* Please be advised that courier service is for Ground Floor only unless there is elevator access. If no elevator access, the shipment will need to be picked up and/or delivered at the Ground Floor entrance.

NOTE: Time estimates provided are not guaranteed but provided as general guidance for planning purposes. Larger/oversized items may experience longer than estimated transit times.

If you have any issues please contact **Greyhound Package Express** Customer Care Team at 1-800-739-5020 or email Greyhound.Support@Greyhound.com. You should reference your GPX order number listed below. They will be more than happy to assist you.

Attached are your shipping labels. Simply print, cutout and tape to your boxes.

Your GPX order number is 859159 and Your tracking number will be assigned once processed at your local Greyhound terminal.

Thanks again,

Kenny
[Busfreighter.com](https://www.busfreighter.com)

What is the maximum weight and size per box accepted by Greyhound® Package Express?

Maximum weight per piece is 100 pounds and the maximum size that will fit under the bus is 29"x47"x82". Items exceeding the above weight and/or size will NOT be accepted by Greyhound Package Express for transport.

Why is the receipt I received from Greyhound different from the amount paid to Busfreighter?

The amount on the receipt is the amount Greyhound charges Busfreighter.com and is substantially discounted (even more discounted than the discounted rates offered by Busfreighter). The difference/variance in pricing is how the website generates income. In all cases, refer to your Busfreighter order details regarding weight allowances and such to determine if additional accessorial rates may be applicable...not to the rate documentation or information provided at the station.



busfreighterlogo.gif
5.1kB



GPX Ship Labels.pdf
21.8kB

SRef#	Total Weight: 200	SRef#	Total Weight: 200	SRef#	Total Weight: 200
CBL#		CBL#		CBL#	
PO#	Total Pieces: 4	PO#	Total Pieces: 4	PO#	Total Pieces: 4

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 1 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



1-800-739-5020

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 2 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



1-800-739-5020

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 3 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



1-800-739-5020

SRef#	Total Weight: 200
CBL#	
PO#	Total Pieces: 4

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 4 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



about:blank

GEX PPD
EXPRESS \$ 194.00
VALUE \$ 12.00
PICK UP \$ 142.00
DELIVERY \$ 38.50
FUEL-SC \$ 56.18
AMT PPD \$ 442.68
DELIVERY \$
FUEL-SC \$
STORAGE \$
AMT DUE \$

02AUG22 09:06A

** SHIPPER RECEIPT **

Manual Wght: 406.0

ZONE: H

GLI 3090314062

Tariff Wght: 410.0

Pcs: 8 Declared Val: \$1000.00



From: NEWARK, NJ

To: LOS ANGELES, CA

RECV: LUIZ EDUARDO DE MORAES-DLVYRQD
325 1/2 DAISY AVE

LONG BEACH, CA 90802

Phone: 973-262-7294

SHIP: DABENT (DOOR-TO-DOOR)

Phone: 973-262-7294

Account: 0475629

PAID: ACCT

PO/Ref: 513724

Agency Phone: (973) 622-4704

WWW.SHIPGREYHOUND.COM

Yahoo Mail - Fwd: 00013090314062 request reimbursement

Fwd: 00013090314062 request reimbursement

From: luiz eduardo Moraes (luiwrjj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:57 AM PST

Sent from my iPhone

Begin forwarded message:

From: luiz eduardo Moraes <luiwrjj@gmail.com>
Date: August 27, 2022 at 18:01:14 PDT
To: greyhound.expressclaims@greyhound.com
Subject: 00013090314062 request reimbursement

about:blank

EXHIBIT (D)

Fwd: Package Express Claims / Case 196325 [ref:_00D30150b_5001T1isvrM:ref]

From: Luiz Eduardo Moraes (luiwrjj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:53 AM PST

Sent from my iPhone

Begin forwarded message:

From: Expressclaims <greyhound.expressclaims@greyhound.com>
Date: August 29, 2022 at 08:22:03 PDT
To: luiwrjj@gmail.com
Subject: Package Express Claims / Case 196325 [ref:_00D30150b_5001T1isvrM:ref]

Dear Mr. de Moraes,

This letter will acknowledge the receipt of the claim you submitted regarding your loss express shipment transported under waybill **GLI-3090314062** dated **August 27, 2022**.

In accordance with the Bus Industry tariff regulations, we are permitted sixty days, from the filing date of your claim, in which to search for delayed or missing Package Express shipments.

At this time, your claim is still being reviewed. This file is scheduled for final review on **October 27, 2022**.

If your address has changed since the submission of your claim, please forward your change of address in writing to our email address as shown above.

We sincerely apologize for any inconvenience this has caused you.

Sincerely,

Customer Support
1.800.739.5020
Greyhound.expressclaims@greyhound.com

ref:_00D30150b_5001T1isvrM:ref

EXHIBIT (E)

Fwd: Greyhound Package Express-Claims department [ref:_00D30150b_5001T1isvKm:ref]

From: luiz eduardo Moraes (luiwrjj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:54 AM PST

Sent from my iPhone

Begin forwarded message:

From: Expressclaims <greyhound.expressclaims@greyhound.com>
Date: October 21, 2022 at 10:36:34 PDT
To: luiwrjj@gmail.com
Subject: Greyhound Package Express-Claims department [ref:_00D30150b_5001T1isvKm:ref]

Dear Customer,

We have reviewed the claim under Busbill# 3090316614 that you submitted for the loss of your property. Please accept our apologies for any inconvenience you experienced.

The package was released to the recipient on 09/08/2022, therefore we are closing the loss claim that was filed. If you did not receive all of your shipments please revise your claim form and provide an itemized list.

We appreciate your patronage and hope that you will continue to give us the opportunity to provide your shipping needs in the future.

Sincerely,

Customer Support
1.800.739.5020|Greyhound.expressclaims@greyhound.com

----- Original Message -----

From: Expressclaims [greyhound.expressclaims@greyhound.com]
Sent: 8/29/2022 11:17 AM
To: luiwrjj@gmail.com
Subject: Package Express Claims / Case 196320 [ref:_00D30150b_5001T1isvKm:ref]

Dear Mr. de Moraes,

This letter will acknowledge the receipt of the claim you submitted regarding your loss express shipment transported under waybill **GLI-3090316614** dated **August 27, 2022**.

In accordance with the Bus Industry tariff regulations, we are permitted sixty days, from the filing date of your claim, in which to search for delayed or missing Package Express shipments.

At this time, your claim is still being reviewed. This file is scheduled for final review on **October 27, 2022**.

If your address has changed since the submission of your claim, please forward your change of address in writing to our email address as shown above.

We sincerely apologize for any inconvenience this has caused you.

Sincerely,

Customer Support

1.800.739.5020

Greyhound.expressclaims@greyhound.com

ref:_00D30150b._5001T1isvKm:ref

EXHIBIT 2

POS-010

<p>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): LUIS EDUARDO LIMA DE MORAES 1970 E 16TH ST, APT N301 NEWPORT BEACH, CA, 92663</p> <p>TELEPHONE NO.: 973-262-7294 FAX NO. (Optional):</p> <p>E-MAIL ADDRESS (Optional):</p> <p>ATTORNEY FOR (Name):</p>	<p>FOR COURT USE ONLY</p> <p>FILED</p> <p>Superior Court of California County of Los Angeles</p> <p>JUL 26 2023</p> <p>David W. Slayton, Executive Officer/Clerk of Court By: A. Miranda, Deputy</p>
<p>SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: 275 MAGNOLIA AVE MAILING ADDRESS: CITY AND ZIP CODE: LONG BEACH - 90802 BRANCH NAME: GOV. GEORGE DEUKMEJIAN COURTHOUSE</p>	<p>CASE NUMBER: 23LBCV00973</p>
<p>PLAINTIFF/PETITIONER: LUIS E. LIMA DE MORAES DEFENDANT/RESPONDENT: GREYHOUND LINES INC</p>	<p>Ref. No. or File No.:</p>
<p>PROOF OF SERVICE OF SUMMONS</p>	

(Separate proof of service is required for each party served.)

1. At the time of service I was at least 18 years of age and not a party to this action.
2. I served copies of:
 - a. ☒ summons
 - b. ☐ complaint
 - c. ☐ Alternative Dispute Resolution (ADR) package
 - d. ☐ Civil Case Cover Sheet (served in complex cases only)
 - e. ☐ cross-complaint
 - f. ☐ other (specify documents):
3. a. Party served (specify name of party as shown on documents served): **GREYHOUND LINES INC**
 b. ☐ Person (other than the party in item 3a) served on behalf of an entity or as an authorized agent (and not a person under item 5b on whom substituted service was made) (specify name and relationship to the party named in item 3a):
4. Address where the party was served: **PATRIOT TOWER, 350 NORTH ST PAUL ST, DALLAS TEXAS, 75201**
5. I served the party (check proper box)
 - a. ☐ **by personal service.** I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): (2) at (time):
 - b. ☐ **by substituted service.** On (date): at (time): I left the documents listed in item 2 with or in the presence of (name and title or relationship to person indicated in item 3):
 - (1) ☐ **(business)** a person at least 18 years of age apparently in charge at the office or usual place of business of the person to be served. I informed him or her of the general nature of the papers.
 - (2) ☐ **(home)** a competent member of the household (at least 18 years of age) at the dwelling house or usual place of abode of the party. I informed him or her of the general nature of the papers.
 - (3) ☐ **(physical address unknown)** a person at least 18 years of age apparently in charge at the usual mailing address of the person to be served, other than a United States Postal Service post office box. I informed him or her of the general nature of the papers.
 - (4) ☐ I thereafter mailed (by first-class, postage prepaid) copies of the documents to the person to be served at the place where the copies were left (Code Civ. Proc., § 415.20). I mailed the documents on (date): from (city): or ☐ a declaration of mailing is attached.
 - (5) ☐ I attach a **declaration of diligence** stating actions taken first to attempt personal service.

POS-010

PLAINTIFF/PETITIONER: <u>LUIZ E LIMA DE MORAES</u>	CASE NUMBER: <u>23LBVC 00 973</u>
DEFENDANT/RESPONDENT: <u>GREYHOUND LINES INC</u>	

5. c. ☐ **by mail and acknowledgment of receipt of service.** I mailed the documents listed in item 2 to the party, to the address shown in item 4, by first-class mail, postage prepaid,
- (1) on (date): (2) from (city):
- (3) ☐ with two copies of the *Notice and Acknowledgment of Receipt* and a postage-paid return envelope addressed to me. (Attach completed *Notice and Acknowledgment of Receipt*.) (Code Civ. Proc., § 415.30.)
- (4) ☐ to an address outside California with return receipt requested. (Code Civ. Proc., § 415.40.)
- d. ☐ **by other means** (specify means of service and authorizing code section):

☐ Additional page describing service is attached.

6. The "Notice to the Person Served" (on the summons) was completed as follows:

- a. ☐ as an individual defendant.
- b. ☐ as the person sued under the fictitious name of (specify):
- c. ☐ as occupant.
- d. ☐ On behalf of (specify):

under the following Code of Civil Procedure section:

- | | |
|---|---|
| <input checked="" type="checkbox"/> 416.10 (corporation) | <input type="checkbox"/> 415.95 (business organization, form unknown) |
| <input type="checkbox"/> 416.20 (defunct corporation) | <input type="checkbox"/> 416.60 (minor) |
| <input type="checkbox"/> 416.30 (joint stock company/association) | <input type="checkbox"/> 416.70 (ward or conservatee) |
| <input type="checkbox"/> 416.40 (association or partnership) | <input type="checkbox"/> 416.90 (authorized person) |
| <input type="checkbox"/> 416.50 (public entity) | <input type="checkbox"/> 415.46 (occupant) |
| | <input type="checkbox"/> other: |

7. **Person who served papers**

- a. Name:
- b. Address:
- c. Telephone number:
- d. **The fee** for service was: \$
- e. I am:
- (1) ☐ not a registered California process server.
- (2) ☐ exempt from registration under Business and Professions Code section 22350(b).
- (3) ☐ a registered California process server:
- (i) ☐ owner ☐ employee ☐ independent contractor.
- (ii) Registration No.:
- (iii) County:

8. ☐ **I declare** under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

or

9. ☐ **I am a California sheriff or marshal and** I certify that the foregoing is true and correct.

Date:

(NAME OF PERSON WHO SERVED PAPERS/SHERIFF OR MARSHAL)

(SIGNATURE)

CONSTABLE'S RETURN**Style of Case:****LUIZ E. LIMA DE MORAES VS. GREYHOUND LINES INC., AND DOES 1 THROUGH 10, INCLUSIVE.**

Came into hand, this 17 day of JULY, 20 23 AT 1:42
 o'clock P M. by executing and delivering a **NOTICE OF CASE**
MANAGEMENT CONFER issued out of the
23LBCV0097
 state of **CALIFORNIA** under cause number: 3 On this 18 Day
 Of JULY, 20 23, at 2:00 o'clock P M., to:

☐ personally delivered/served true and correct copies of same.

OTHER NOTES:

☐ pursuant to Rule 106/Rule 536, to an occupant:
 over the age of 16 years.

☐ pursuant to Rule 106/Rule 536, by securely attaching
 and/or affixing to the of the defendant's last known place of

☐ business ☐ abode.

☒ **GREYHOUND LINES INC.,** ☐ A Corporation ☐ A Business

Name: CT CORPORATION SYSTEM ☐ President ☐ Vice-President ☒ Registered Agent

☒ By delivering to the defendant's registered agent for service: **CT CORPORATION SYSTEM**
 through Their authorized agent to accept service: **TERRI THONGSAVAT; SERVICE OF PROCESS**
INTAKE ASSOCIATE

at **1999 BRYAN ST STE 900 Dallas, Texas 75201.**

Service Address: **1999 BRYAN ST STE 900 DALLAS TEXAS 75201 (DALLAS COUNTY)**

☐ RETURNED TO COURT AND/OR PLAINTIFF FOR THE FOLLOWING REASONS:

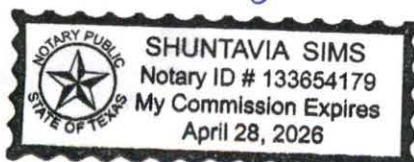
Service Fees: \$ 80.00

COUNTY OF DALLAS

STATE OF TEXAS

P. Clark #116
P. Clark #116, DEPUTY CONSTABLE
TRACEY L. GULLEY, CONSTABLE
DALLAS COUNTY PRECINCT 1

SIGNED AND SWORN BY SAID P. Clark #116, before me, this 19
 Day Of July 20 23, to certify which, witness my hand and seal of office.



[Signature]
NOTARY PUBLIC-IN AND FOR THE STATE OF TEXAS

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp	
COURTHOUSE ADDRESS: Governor George Deukmejian Courthouse 275 Magnolia Ave, Long Beach, CA 90802		FILED Superior Court of California County of Los Angeles 06/07/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u>A. Miranda</u> Deputy	
PLAINTIFF: Luiz E Lima De Moraes		CASE NUMBER: 23LBCV00973	
DEFENDANT: Greyhound Lines Inc.			
NOTICE OF CASE MANAGEMENT CONFERENCE			

TO THE PLAINTIFF(S)/ATTORNEY(S) FOR PLAINTIFF(S) OF RECORD:

You are ordered to serve this notice of hearing on all parties/attorneys of record forthwith, and meet and confer with all parties/attorneys of record about the matters to be discussed no later than 30 days before the Case Management Conference.

Your Case Management Conference has been scheduled at the courthouse address shown above on:

Date:	Time:	Dept.:
11/06/2023	8:30 AM	S26

NOTICE TO DEFENDANT: THE SETTING OF THE CASE MANAGEMENT CONFERENCE DOES NOT EXEMPT THE DEFENDANT FROM FILING A RESPONSIVE PLEADING AS REQUIRED BY LAW.

Pursuant to California Rules of Court, rules 3.720-3.730, a completed Case Management Statement (Judicial Council form # CM-110) must be filed at least 15 calendar days prior to the Case Management Conference. The Case Management Statement may be filed jointly by all parties/attorneys of record or individually by each party/attorney of record. You must be familiar with the case and be fully prepared to participate effectively in the Case Management Conference.

At the Case Management Conference, the Court may make pretrial orders including the following, but not limited to, an order establishing a discovery schedule; an order referring the case to Alternative Dispute Resolution (ADR); an order reclassifying the case; an order setting subsequent conference and the trial date; or other orders to achieve the goals of the Trial Court Delay Reduction Act (Gov. Code, § 68600 et seq.)

Notice is hereby given that if you do not file the Case Management Statement or appear and effectively participate at the Case Management Conference, the Court may impose sanctions, pursuant to LASC Local Rule 3.37, Code of Civil Procedure sections 177.5, 575.2, 583.150, 583.360 and 583.410, Government Code section 68608, subdivision (b), and California Rules of Court, rule 2.2 et seq.

Dated: 06/07/2023



Michael P. Vicencia / Judge
Judicial Officer

CERTIFICATE OF SERVICE

I, the below named Executive Officer/Clerk of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served the Notice of Case Management Conference upon each party or counsel named below:

☒ by depositing in the United States mail at the courthouse in Long Beach, California, one copy of the original filed herein in a separate sealed envelope to each address as shown below with the postage thereon fully prepaid.

☐ by personally giving the party notice upon filing of the complaint.

Luiz E Lima De Moraes
1970 E 16TH ST.
N301
Newport Beach, CA 92663

David W. Slayton, Executive Officer / Clerk of Court

Dated: 06/07/2023

By A. Miranda

Deputy Clerk

Receipt # 1950319
Check # M82963792104

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**

GREYHOUND LINES INC.; and DOES 1 TO 10

YOU ARE BEING SUED BY PLAINTIFF:**(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

LUIZ E. LIMA DE MORAES

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)**FILED**
Superior Court of California
County of Los Angeles

JUN 05 2023

David W. Slayton, Executive Officer/Clerk of Court

By: A. Miranda, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

[AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.]

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

Governor George Deukmejian Courthouse
275 Magnolia
Long Beach CA 90802

CASE NUMBER:
(Número del Caso):**23LBCV00973**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

LUIZ E. LIMA DE MORAES
1970 E. 16TH ST APT N301, New Port Beach, CA 92663

(973)262-7294

DAVID W. SLAYTON

DATE:

(Fecha)

JUN 05 2023

Clerk, by

(Secretario)

A. MIRANDA

Deputy

(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): GREYHOUND LINES INC.

under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):

4. ☐ by personal delivery on (date):

LUIZ E. LIMA DE MORAES
1970 E. 16TH ST APT N301
NEWPORT BEACH, CA 92663
(973)262-7294
luiwrjj@gmail.com

IN PRO-PER

FILED
Superior Court of California
County of Los Angeles

JUN 05 2023

David W. Slayton, Executive Officer/Clerk of Court

By: A. Miranda, Deputy

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES, GOVERNOR GEORGE DEUKMEJIAN COURTHOUSE

SOUTH DISTRICT

Case No.:

23LBCV00973

LUIZ E. LIMA DE MORAES,

Plaintiff,

Date: 1/20/2023

vs.

GREYHOUND LINES INC., and DOES
1 through 10, inclusive.

Defendants.

COMPLAINT FOR DAMAGES:

1. BREACH OF CONTRACT
2. BREACH OF IMPLIED WARRANTY
OF DELIVERY OF VALUABLES
3. LOSS OF VALUABLE GOODS
NEGLIGENCE

DEMAND FOR JURY TRIAL

Plaintiff, LUIZ E. LIMA DE MORAES, ("Plaintiff") an individual, alleges against
Defendant GREYHOUND LINES INC. ("Defendant"), an individual, and DOES 1-10, inclusive
as follows:

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF
VALUABLE GOODS

I. THE PARTIES

1. Plaintiff, LUIZ E. LIMA DE MORAES, is and was at all relevant times, a resident of the State of California.

2. Defendant, GREYHOUND LINES, Inc., is and was at all relevant times, an Express Package Delivery Company in the State of California.

3. Plaintiff is unaware of the true names and capacities, whether individual, corporate, agent, representative, or otherwise, of the Defendants named herein as DOES 1 through 10 and therefore sue such Defendants by such fictitious names. Plaintiffs are informed and believe and thereon allege that DOES 1 through 10 are persons, corporations, partnership, or other entities that were agents of Defendants, or have directed, approved, committed, colluded with Defendants to commit, participated in, or added and abetted the acts and transactions alleged in this complaint. Each is therefore liable for the acts alleged in this complaint. The true names, capacities, and/or roles of DOES 1-10 are unknown to Plaintiffs, and Plaintiffs will amend this complaint when their true names, capacities, and roles are known.

4. Plaintiff alleges that, at all material times herein mentioned, each Defendant was the agent, principal, servant, representative, employer, employee, joint venturer, co-conspirator, partner of any kind), parent, subsidiary, affiliate and/or alter ego with the authority and consent of the remaining co-Defendants except where otherwise specially described.

5. Plaintiff alleges that Defendants conspired to and did commit the misconduct herein alleged in furtherance of their conspiracy to accomplish their unlawful purposes. Defendants, and each of them, caused injury to Plaintiff.

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE - LOSS OF VALUABLE GOODS

1 expensive clothing, shoes, sunglasses, watches, power tools, tools, backpacks, and more personal
2 things that were a value to Plaintiff.

3
4 10. At the conclusion Plaintiff beliefs that missing boxes were stolen from someone that
5 works or provides services for Defendant because the 7 boxes that were received by Plaintiff it
6 seemed like someone had previously opened the boxes with a knife or a sharp object to see what
7 was inside. Plaintiff had previously covered the boxes all around with plastic and tape when
8 shipped and when Plaintiff received boxes looked like plastic was cut and retaped.

9
10 11. On August 27, 2022 Plaintiff immediately contacted Defendant to notify that there was 5
11 boxes still missing and filed a claim statement with Defendant. **See Exhibit C**

12
13 12. On August 29, 2022 Defendant emailed Plaintiff a letter acknowledging the receipt of
14 claim that Plaintiff had submitted regarding the loss of shipment and claim number #GLI-
15 3090314062 was provided by Defendant. Defendant also informed Plaintiff that claim was still
16 being reviewed and that final review was scheduled to be on October 27, 2022. **See Exhibit D**

17
18 13. On October 21, 2022 Plaintiff received an apology letter by email from Defendant stating
19 that Defendant had reviewed claim under Busbill#3090316614 that Plaintiff had submitted for
20 the loss of property. Defendant stated that package had been released to recipient on 09/08/2022,
21 therefore Defendant was closing the loss claim that was filed. Defendant also stated that if
22 Plaintiff did not receive all of the shipments to revise and provide an itemized list. **Exhibit E**

23
24 14. Plaintiff made many attempts by calling Defendant to review his claim again but to his
25 surprise Plaintiff was told by a recorded message by phone that Defendant ("Greyhound Lines,
26 Inc. ") had shut down the customer service number and entire company. That Defendant
27 ("Greyhound Lines, Inc.") was no longer offering shipping service. Plaintiff was informed that
28 any questions should be done by email.

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

II. JURISDICTION AND VENUE

6. Jurisdiction and venue are proper in this Court under California Code of Civil Procedure §§ 395(a), 395.5 *et. Seq.* because a substantial part of the events or omissions giving rise to the claims occurred in this County because the conduct and at issue occurred in this county.

III. GENERAL ALLEGATIONS

7. On or around July 29, 2022, Plaintiff hired the Defendant ("Greyhound Lines, Inc.") for package delivery service to have 8 large boxes be shipped to Plaintiffs new home in Long Beach, California from his old home in New Jersey. Defendant emailed Plaintiff a thank you letter for the purchase of Greyhound shipment. An order number #855454 for tracking was provided and 8 shipping labels to have them taped to the boxes were also attached to the email received on 07/29/2022. **See Exhibit A**

8. On or around August 1, 2022, Plaintiff hired and paid \$442.68 on August 2, 2022 to the Defendant ("Greyhound Lines, Inc.") for package delivery service to have 4 large boxes be shipped to Plaintiffs new home in Long Beach, California from his old home in in New Jersey. Defendant emailed Plaintiff a thank you letter for the purchase of Greyhound shipment. An order number #859159 for tracking was provided and 4 shipping labels to have them taped to the boxes were also attached to the email received on 08/01/2022. **See Exhibit B**

9. Over the course of waiting for almost a month, Plaintiff received part of the boxes that he had shipped with Defendants shipping service. Plaintiff received only 7 out 12 boxes that Plaintiff had shipped with Defendants shipping services. Plaintiff became frustrated when he saw that the 5 boxes that were still not delivered and missing and were the ones that had the most valuable goods such as electronics, speakers, surveillance cameras, Apple watch, decorations,

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

1 expensive clothing, shoes, sunglasses, watches, power tools, tools, backpacks, and more personal
2 things that were a value to Plaintiff.

3 10. At the conclusion Plaintiff beliefs that missing boxes were stolen from someone that
4 works or provides services for Defendant because the 7 boxes that were received by Plaintiff it
5 seemed like someone had previously opened the boxes with a knife or a sharp object to see what
6 was inside. Plaintiff had previously covered the boxes all around with plastic and tape when
7 shipped and when Plaintiff received boxes looked like plastic was cut and retaped.
8

9 11. On August 27, 2022 Plaintiff immediately contacted Defendant to notify that there was 5
10 boxes still missing and filed a claim statement with Defendant. **See Exhibit C**

11 12. On August 29, 2022 Defendant emailed Plaintiff a letter acknowledging the receipt of
12 claim that Plaintiff had submitted regarding the loss of shipment and claim number #GLI-
13 3090314062 was provided by Defendant. Defendant also informed Plaintiff that claim was still
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19 therefore Defendant was closing the loss claim that was filed. Defendant also stated that if
20 Plaintiff did not receive all of the shipments to revise and provide an itemized list. **Exhibit E**
21

22 14. Plaintiff made many attempts by calling Defendant to review his claim again but to his
23 surprise Plaintiff was told by a recorded message by phone that Defendant ("Greyhound Lines,
24 Inc. ") had shut down the customer service number and entire company. That Defendant
25 ("Greyhound Lines, Inc.") was no longer offering shipping service. Plaintiff was informed that
26 any questions should be done by email.
27

28 COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE - LOSS OF VALUABLE GOODS

FIRST CAUSE OF ACTION

(Breach of Contract- Against Greyhound Lines Inc. and All DOE Defendants)

15. Plaintiff realleges each and every allegation contained in the foregoing paragraphs of the Complaint as it set forth in full herein.

16. Plaintiff and Defendant ("Greyhound Lines Inc.") had an agreement for Greyhound Lines Inc. to deliver the Boxes to Plaintiff in express manner and good condition as described herein and attached as **Exhibit A**.

17. As described above, Defendants have failed to fulfill their obligations under the AGREEMENT.

18. As a direct and proximate result of Defendants' wrongful acts, Plaintiff has been damaged in a sum not yet fully known but Plaintiff will set forth such sum when more fully known or at the time of trial.

19. As a further direct and proximate result of Defendants' actions against Plaintiff, as alleged above, Plaintiff has suffered and continues to suffer general damages including but not limited to significant and enduring emotional distress including mental anguish and physical distress, injury to mind and body, in a sum to be proven at time of trial.

SECOND CAUSE OF ACTION

(Breach of Express Warranty- Against Greyhound Lines Inc. and All DOE Defendants)

20. Plaintiff re-alleges and incorporates by reference paragraphs 1-19, above inclusive, as though fully set forth herein.

21. Plaintiff's purchase of delivery service was accompanied by Defendants' express warranty from Greyhound Lines Inc. and all DOE defendants.

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

1 22. The defects and nonconformities manifested themselves within the applicable express
2 warranty period. The nonconformities impair the use of valuable goods.

3 23. Plaintiff has notified Defendants of the missing boxes of valuable goods on numerous
4 occasions and has spent almost six months waiting to receive his valuable goods delivered. By
5 failing to deliver my valuable goods as alleged above, or to issue a refund or replacement,
6 Defendants are in breach of their obligations under the express warranty.

7 24. As a direct and proximate result of Defendants' wrongful acts, Plaintiff LUIZ E.
8 LIMA DE MORAES has been damaged in a sum not yet fully know but in excess of \$40,000.
9 Plaintiff will set forth such sum when more fully known or at the time of trial.
10
11

12 **THIRD CAUSE OF ACTION**

13 **(Negligence For Loss of Goods- Against Greyhound Lines Inc. and All DOES)**

14 25. Plaintiff incorporates all preceding paragraphs as though alleged in full in this cause of
15 action.

16 26. Defendant and their agents negligently engaged in certain acts as alleged herein and
17 above, which proximately resulted in injury and emotional distress to Plaintiff.

18 27. At all times herein, Defendants knew, or in the exercise of ordinary care should have
19 known, that unless Defendants and their agents ceased to engage in the aforementioned acts, or
20 intervened to protect Plaintiffs' valuable goods, as alleged herein, that the conduct would
21 continue, thereby subjecting Plaintiff to personal injury and emotional distress.
22

23 28. As a direct, proximate and foreseeable result of Defendants' actions against Plaintiff, as
24 alleged above, Plaintiff has suffered special damages in an amount to be proven at time of trial,
25 in excess of the minimum jurisdictional requirements of this court.
26
27

28 COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF
VALUABLE GOODS

29. As a further direct and proximate result of Defendants' actions against Plaintiff, as alleged above, Plaintiff has suffered and continues to suffer general damages including but not limited to significant and enduring emotional distress including mental anguish and physical distress, injury to mind and body, in a sum to be proven at time of trial, in excess of the minimum jurisdictional requirements of this court.

30. Defendants' intentional act resulted in foreseeable emotional distress to Plaintiff, and Defendants' actions were fraudulent, malicious and oppressive. Plaintiff is thus entitled to and herein seeks punitive and exemplary damages from Defendants, in an amount according to proof at trial, to punish Defendants and others from engaging in similar future conduct.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, and each of them, as follows:

1. For general damages in the amount of \$40,000
2. For special damages according to proof at trial;
3. For punitive damages in a sum according to proof at trial;
4. For other monetary damages according to proof at trial;
5. For costs of suit incurred in this action; and
6. For such other and further relief as the court deems proper.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on the 20th day of January, 2023 in the City of Long Beach, CA

LuiZ Eduardo Lima De Moraes

LUIZ E. LIMA DE MORAES, Plaintiff

COMPLAINT FOR DAMAGES: 1. BREACH OF CONTRACT 2. NEGLIGENCE 3. NEGLIGENCE -LOSS OF VALUABLE GOODS

EXHIBIT (A)

Fwd: GPX Ship Labels

From: luiz eduardo Moraes (luiwrjj@gmail.com)
To: andradesnotary_taxservice@yahoo.com
Date: Wednesday, January 18, 2023 at 11:51 AM PST

Sent from my iPhone

Begin forwarded message:

From: Kevin Pierce <kevdaneane@mac.com>
Date: July 29, 2022 at 07:20:10 PDT
To: luiwrjj@gmail.com
Subject: GPX Ship Labels

Luiz,

Thank you for choosing [Busfreighter.com](https://www.busfreighter.com) to purchase your Greyhound shipment.

* Please be advised that courier service is for Ground Floor only unless there is elevator access. If no elevator access, the shipment will need to be picked up and/or delivered at the Ground Floor entrance. Couriers are *requested* to call 30 minutes prior to their arrival.

****NOTE:** Time estimates provided are *not guaranteed* but provided as general guidance for planning purposes. Larger/oversized items/shipments may experience longer than estimated transit times. Transit times are indicated in business days.

If you have any issues please contact **Greyhound Package Express** Customer Care Team at 1-800-739-5020 or email Greyhound.Support@Greyhound.com. You should reference your GPX order number listed below. They will be more than happy to assist you.

Attached are your shipping labels. Simply print, cutout and tape to your boxes.

Your GPX order number is **855454** and Your tracking number will be assigned once processed at your local Greyhound terminal.

Thanks again,

Tracy
[Busfreighter.com](https://www.busfreighter.com)

What is the maximum weight and size per box accepted by Greyhound® Package Express?

Maximum weight per piece is 100 pounds and the maximum size that will fit under the bus is 29"x47"x82". Items exceeding the above weight and/or size will NOT be accepted by Greyhound Package Express for transport.

Why is the receipt I received from Greyhound different from the amount paid to Busfreighter?

The amount on the receipt is the amount Greyhound charges Busfreighter.com and is substantially discounted (even more discounted than the discounted rates offered by Busfreighter). The difference/variance in pricing is how the website generates income. In all cases, refer to your Busfreighter order details regarding weight allowances and such to determine if additional accessorial rates may be applicable...not to the rate documentation or information provided at the station.



Screen Shot 2019-08-27 at 7.46.38 AM.png
15.3kB



GPX.pdf
36.3kB

#48

SRef#	Total Weight: 500	SRef#	Total Weight: 500	SRef#	Total Weight: 500
CBL#		CBL#		CBL#	
PO#	Total Pieces: 8	PO#	Total Pieces: 8	PO#	Total Pieces: 8
855454		855454		855454	



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 1 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



1-800-739-5020



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 2 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



1-800-739-5020



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 3 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



1-800-739-5020

SRef#	Total Weight: 500	SRef#	Total Weight: 500	SRef#	Total Weight: 500
CBL#		CBL#		CBL#	
PO#	Total Pieces: 8	PO#	Total Pieces: 8	PO#	Total Pieces: 8
855454		855454		855454	



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 4 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 5 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 6 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



1-800-739-5020

1-800-739-5020

1-800-739-5020

SRef# Total Weight: 500
CBL#
PO# Total Pieces: 8

855454



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 7 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



1-800-739-5020

SRef# Total Weight: 500
CBL#
PO# Total Pieces: 8

855454



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 8 of 8

Ship to:

Luiz Eduardo De Moraes-DLVYRQD
Luiz Eduardo De Moraes-DLVYRQD
325 1/2 Daisy Ave
Long Beach, CA 90802
9732627294



1-800-739-5020

EXHIBIT (B)

Fwd: GPX Ship Labels

From: luiz eduardo Moraes (luiwrjj@gmail.com)
To: andradesnotary_taxservice@yahoo.com
Date: Wednesday, January 18, 2023 at 11:51 AM PST

Sent from my iPhone

Begin forwarded message:

From: Kevin Pierce <kevdaneane@mac.com>
Date: August 1, 2022 at 12:37:00 PDT
To: luiwrjj@gmail.com
Subject: GPX Ship Labels

Luiz,

Thank you for choosing [Busfreighter.com](https://www.busfreighter.com) to purchase your Greyhound shipment.

*** Please be advised that courier service is for Ground Floor only unless there is elevator access. If no elevator access, the shipment will need to be picked up and/or delivered at the Ground Floor entrance.**

NOTE: Time estimates provided are not guaranteed but provided as general guidance for planning purposes. Larger/oversized items may experience longer than estimated transit times.

If you have any issues please contact **Greyhound Package Express** Customer Care Team at 1-800-739-5020 or email Greyhound.Support@Greyhound.com. You should reference your GPX order number listed below. They will be more than happy to assist you.

Attached are your shipping labels. Simply print, cutout and tape to your boxes.

Your GPX order number is 859159 and Your tracking number will be assigned once processed at your local Greyhound terminal.

Thanks again,

Kenny
[Busfreighter.com](https://www.busfreighter.com)

What is the maximum weight and size per box accepted by Greyhound© Package Express?

Maximum weight per piece is 100 pounds and the maximum size that will fit under the bus is 29"x47"x82". Items exceeding the above weight and/or size will NOT be accepted by Greyhound Package Express for transport.

Why is the receipt I received from Greyhound different from the amount paid to Busfreighter?

The amount on the receipt is the amount Greyhound charges Busfreighter.com and is substantially discounted (even more discounted than the discounted rates offered by Busfreighter). The difference/variance in pricing is how the website generates income. In all cases, refer to your Busfreighter order details regarding weight allowances and such to determine if additional accessorial rates may be applicable...not to the rate documentation or information provided at the station.



busfreighterlogo.gif
5.1kB



GPX Ship Labels.pdf
21.8kB

#53

SRef#	Total Weight: 200	SRef#	Total Weight: 200	SRef#	Total Weight: 200
CBL#		CBL#		CBL#	
PO#	Total Pieces: 4	PO#	Total Pieces: 4	PO#	Total Pieces: 4

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 1 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



1-800-739-5020

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 2 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



1-800-739-5020

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 3 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



1-800-739-5020

SRef#	Total Weight: 200
CBL#	
PO#	Total Pieces: 4

859159



**GPX AGENT PLEASE ADD
BUSBILL**

Piece 4 of 4

Ship to:

Luiz Eduardo De Moraes - DLVRY RQD
Luiz Eduardo De Moraes - DLVRY RQD
325 1/2 Daisy Ave
Long Beach, CA 90802
973-262-7294



about:blank

GPX PPD

EXPRESS	\$ 194.00
VALUE	\$ 12.00
PICK UP	\$ 142.00
DELIVERY	\$ 38.50
FUEL-SC	\$ 56.18
AMT PPD	\$ 442.68
DELIVERY	\$
FUEL-SC	\$
STORAGE	\$
AMT DUE	\$

02AUG22 09:06A

** SHIPPER RECEIPT **

Manual Wght: 406.0

ZONE: H

GLI 3090314062

Tariff Wght: 410.0

Pcs: 8 Declared Val: \$1000.00



From: NEWARK, NJ

To: LOS ANGELES, CA

RECV: LUIZ EDUARDO DE MORAES-DLVYRQD
325 1/2 DAISY AVE

LONG BEACH, CA 90802

Phone: 973-262-7294

SHIP: DABENT (DOOR-TO-DOOR)

Phone: 973-262-7294

Account: 0475629

PAID: ACCT

PO/Ref: 513724

Agency Phone: (973) 622-4704

WWW.SHIPGREYHOUND.COM

Yahoo Mail - Fwd: 00013090314062 request reimbursement

EXHIBIT (C)

Fwd: 00013090314062 request reimbursement

From: luiz eduardo Moraes (luiwrj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:57 AM PST

Sent from my iPhone

Begin forwarded message:

From: luiz eduardo Moraes <luiwrj@gmail.com>

Date: August 27, 2022 at 16:01:14 PDT

To: greyhound.expressclaims@greyhound.com

Subject: 00013090314062 request reimbursement

Document 1 Filed 08/17/22 Page 55

Hi, I am writing this claim to try to get my belongings back to me or at least obtain a fair compensation for the incident that we had with my shipment that never arrived. I ask for you guys to track my boxes and delivery that to me ASAP, otherwise I will have to take legal actions against greyhound to resolve this matter. I spent money and time to buy new bath towels, kit stuffs, sheets for my bed and some clothes for myself due this big inconvenience made for you guys. Please respond to my request asap.

Sent from my iPhone

2/3

EXHIBIT (D)

Fwd: Package Express Claims / Case 196325 [ref:_00D30150b._5001T1isvrM:ref]

From: luiz eduardo Moraes (luiwrjj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:53 AM PST

Sent from my iPhone

Begin forwarded message:

From: Expressclaims <greyhound.expressclaims@greyhound.com>
Date: August 29, 2022 at 08:22:03 PDT
To: luiwrjj@gmail.com
Subject: Package Express Claims / Case 196325 [ref:_00D30150b._5001T1isvrM:ref]

Dear Mr. de Moraes,

This letter will acknowledge the receipt of the claim you submitted regarding your loss express shipment transported under waybill **GLI-3090314062** dated **August 27, 2022**.

In accordance with the Bus Industry tariff regulations, we are permitted sixty days, from the filing date of your claim, in which to search for delayed or missing Package Express shipments.

At this time, your claim is still being reviewed. This file is scheduled for final review on **October 27, 2022**.

If your address has changed since the submission of your claim, please forward your change of address in writing to our email address as shown above.

We sincerely apologize for any inconvenience this has caused you.

Sincerely,

Customer Support
1.800.739.5020
Greyhound.expressclaims@greyhound.com

ref:_00D30150b._5001T1isvrM:ref

EXHIBIT (E)

Fwd: Greyhound Package Express-Claims department [ref:_00D30150b._5001T1isvKm:ref]

From: luiz eduardo Moraes (luiwrjj@gmail.com)

To: andradesnotary_taxservice@yahoo.com

Date: Wednesday, January 18, 2023 at 11:54 AM PST

Sent from my iPhone

Begin forwarded message:

From: Expressclaims <greyhound.expressclaims@greyhound.com>
Date: October 21, 2022 at 10:36:34 PDT
To: luiwrjj@gmail.com
Subject: Greyhound Package Express-Claims department [ref:_00D30150b._5001T1isvKm:ref]

Dear Customer,

We have reviewed the claim under Busbill# **3090316614** that you submitted for the loss of your property. Please accept our apologies for any inconvenience you experienced.

The package was released to the recipient on 09/08/2022, therefore we are closing the loss claim that was filed. If you did not receive all of your shipments please revise your claim form and provide an itemized list.

We appreciate your patronage and hope that you will continue to give us the opportunity to provide your shipping needs in the future.

Sincerely,

Customer Support
1.800.739.5020|Greyhound.expressclaims@greyhound.com

----- Original Message -----

From: Expressclaims [greyhound.expressclaims@greyhound.com]
Sent: 8/29/2022 11:17 AM
To: luiwrjj@gmail.com
Subject: Package Express Claims / Case 196320 [ref:_00D30150b._5001T1isvKm:ref]

Dear Mr. de Moraes,

This letter will acknowledge the receipt of the claim you submitted regarding your loss express shipment transported under waybill **GLI-3090316614** dated **August 27, 2022**.

In accordance with the Bus Industry tariff regulations, we are permitted sixty days, from the filing date of your claim, in which to search for delayed or missing Package Express shipments.

At this time, your claim is still being reviewed. This file is scheduled for final review on **October 27, 2022**.

If your address has changed since the submission of your claim, please forward your change of address in writing to our email address as shown above.

We sincerely apologize for any inconvenience this has caused you.

Sincerely,

Customer Support

1.800.739.5020

Greyhound.expressclaims@greyhound.com

ref:_00D30150b_5001T1isvKm:ref



TRACEY L. GULLEY
CONSTABLE PRECINCT 1
8301 S. POLK ST., STE. 1200
DALLAS, TEXAS 75232

Superior Court of California
275 Magnolia Ave
Long Beach, CA 90802

RECEIVED
LOS ANGELES SUPERIOR COURT

JUL 25 2023

By

Exhibit

CERTIFICATE OF SERVICE

**Luiz De Moraes v Greyhound Lines, et al.
Los Angeles Superior Court Case No. 23LBCV00973**

STATE OF CALIFORNIA, COUNTY OF SACRAMENTO

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Sacramento, State of California. My business address is 801 K Street, Suite 2100, Sacramento, California 95814.

On August 17, 2023, I served true copies of the following document(s) described as **NOTICE OF REMOVAL** on the interested parties in this action as follows:

Luiz E Lima De Moraes
1970 E. 16th Street, Apt N301
Newport Beach, CA 92663

(973) 262-7294
Email: luiwrjj@gmail.com

PLAINTIFF IN PRO PER

BY MAIL: I enclosed the document(s) in a sealed envelope or package addressed to the persons at the addresses listed in the Service List and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with the practice of Klinedinst PC for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid. I am a resident or employed in the county where the mailing occurred. The envelope was placed in the mail at Sacramento, California.

BY E-MAIL OR ELECTRONIC TRANSMISSION: I caused a copy of the document(s) to be sent from e-mail address jchalmers@klinedinstlaw.com to the persons at the e-mail addresses listed in the Service List. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on August 17, 2023, at Sacramento, California.

/s/ Jodie Chalmers

Jodie Chalmers

22994343.1

KLINEDINST PC
801 K STREET, SUITE 2100
SACRAMENTO, CALIFORNIA 95814